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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SHANGHAI TANIDA GARMENTS CO., LTD.

Plaintiff,

Civil Action No.:
1:22-cv-609

-against-

COMPLAINT

UP TOWN SPORT INC.

Defendant.

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Plaintiff Shanghai Tanida Garments Co., Ltd. (“Plaintiff”), by and through their attorneys, DGW Kramer LLP hereby file this complaint as to and against Defendant Up Town Sport, Inc. (“Up Town Sport”) as follows:

INTRODUCTION

1. The instant action arises from failure by Up Town Sport to pay a series of outstanding invoices for the purchase of goods from Plaintiff.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a)(3), as the amount in controversy exceeds \$75,000 and this is a suit between a foreign company located in the People’s Republic of China against a New York limited liability company.

3. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. §§1391(b) because Up Town Sport is headquartered in this jurisdiction and the acts giving rise to the claims herein took place in this jurisdiction.

PARTIES

4. Plaintiff is a Chinese company located in Shanghai in the People's Republic of China.
5. Up Town Sport is a New York corporation operating at 1385 Broadway, Suite 1012, New York, NY 10018.

THE FACTS GIVING RISE TO THIS ACTION

6. Plaintiff is a manufacturer of high quality apparel and garments.
7. Up Town Sport is an apparel company that engages in the sale of sports related apparel.
8. In 2020 and 2021, Up Town Sport submitted multiple purchase orders to Plaintiff for the production of caps, hats, and golf sweaters.
9. As of July 2021, there were multiple unpaid outstanding invoices for goods that were purchased by Up Town Sport from Plaintiff, pursuant to the following table:

Invoice #	Amount
TANIDA20210526-1/-2/-3/-4/-7	\$84,540.25
TANIDA20210526-14/15/16/17/18	\$40,926.04
TANIDA20210526-5/-6/-8/-9/-10/-11/-12/-13	\$231,014.06
SHTANIDA-UTS03	\$21,060.05
For Head Golf sweater, no invoice #	\$2,604

10. All of these invoices represent sale of goods that were ordered by Up Town Sport from Plaintiff, and were fulfilled by Up Town Sport
11. Up Town Sport accepted shipment of all the goods associated with these invoices

and did not raise any issues of non-conformity or disputes as to the quality of the goods delivered at the time of acceptance.

12. The goods associated with the first three invoices starting with “TANIDA” were all shipped in May 2021 and delivered on or before June 9, 2021.

13. The goods associated with the other invoices were all shipped and delivered in 2020.

14. Payment for the invoices starting with TANIDA were all due on July 9, 2021.

15. Up Town Sport was given reasonable time to examine all the goods that were accepted.

16. Up Town Sport did not raise any issues with respect to the quality of the goods delivered at the time of the goods’ delivery.

17. Up Town Sport did not raise any issue with the quality of the goods for five months after the goods were delivered.

18. On August 6, 2021, Up Town Sport made a partial payment of \$80,000 which Plaintiff applied to the outstanding invoices.

19. At the time of the August 6, 2021 payment, Up Town Sport acknowledged that there was an outstanding balance that was owed. Up Town Sport did not raise any issues with the quality of the goods delivered. Nor did Up Town Sport indicate that the goods delivered were non-conforming.

20. After August 6, 2021, there remained an outstanding balance of \$300,144.40.

21. Up Town Sport made repeated promises to make payments, but to date, Plaintiff has received no further payments from Up Town Sport.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

22. Plaintiff repeats and realleges each and every allegation as set forth in above.

23. Plaintiff and Up Town Sport entered into a contract with respect to the sale of various goods.

24. Plaintiff performed through the delivery of those goods.

25. Up Town Sport accepted the goods delivered and did not raise issues of non-conformity or quality after receipt of the goods or after given reasonable time to inspect the goods accepted.

26. Up Town Sport failed to pay for the goods delivered.

27. Altogether there remains an outstanding balance of \$300,144.40, owed by Up Town Sport to Plaintiff.

28. Wherefore, Plaintiff demands judgment in the amount of \$300,144.40 plus prejudgment interest starting from July 9, 2021, and costs.

SECOND CAUSE OF ACTION: UNJUST ENRICHMENT

29. Plaintiff repeats and realleges each and every allegation as set forth in above.

30. To the extent that there is no contract with respect to the sale of goods by Up Town Sport to Plaintiff, then Plaintiff pleads this cause of action in the alternative.

31. Up Town Sport is in the receipt of various goods such as caps, hats, and golf sweaters which originated from Plaintiff.

32. Up Town Sport was thus enriched at Plaintiff's expense.

33. It is against equity and good conscience to allow Up Town Sport to retain and profit from its possession of those goods which were manufactured by and came from Plaintiff.

34. Wherefore, Plaintiff demands judgment in the amount of \$300,144.40 plus prejudgment interest starting from July 9, 2021, and costs.

WHEREFORE Plaintiff demands judgment as follows:

- (a) on the first or second cause of action in the amount of \$300,144.40 against Up Town Sport, Inc., along with prejudgment interest starting from July 9, 2021 and costs;
- (b) and for such other and further relief as the court deems just and proper, together with the costs and disbursements of this action.

Dated: New York, New York
January 24, 2022

Respectfully submitted,
DGW Kramer LLP

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